

Contract revised 12/1/04
To include Legal ad rates

The Eagle

CONTRACT FOR MUNICIPAL ADVERTISING

Date: _____

To earn a reduced rate on municipal display advertising published in *The Eagle*, the undersigned Advertiser hereby agrees to purchase space in *The Eagle* and to abide by all terms and conditions of this Contract.

Starting Date: January 26, 2005

Length of Contract: 24 Months

Expiration Date: January 25, 2007

| | | | |
|------------------|-------------|----------------------|----------------------|
| Rate: New Rates: | Classified: | Daily: \$16.18 inch, | Sunday: \$17.00 inch |
| | Retail: | Daily: \$24.28 inch, | Sunday: \$25.55 inch |
| | Legal: | Daily: \$12.95 inch, | Sunday: \$13.65 inch |

In the proposed system, the City will be guaranteed a set price per inch for the contract period without regard to the number of inches run each month, nor will there be a minimum number of inches required.

This contract is based on nine column format. Ads running in retail on six column format would be converted to nine column equivalents and the rate applied (as noted above).

A carrying charge of 1½% per month will be charged on all accounts not paid in full by the 15th day of the month following advertising insertion. But in no event greater than maximum allowed by applicable law. The Advertiser also covenants to pay all costs incurred by *The Eagle* enforcing this Contract, including collection and attorney's fees (up to 50% of the amount in default) should the Advertiser default in payment.

For value received, Advertiser assigns to *The Eagle* all right, title and interest to all layouts of advertisements placed with *The Eagle* which represent the creative effort of the newspaper and/or utilization of its own illustrations, labor, composition or material. Advertiser understands that because of said assignment, he cannot authorize photographic or other reproduction of any such advertising layout appearing in *The Eagle* in any other publication without the express written consent of *The Eagle*.

It is further understood that this assignment does not preclude Advertiser from supplying to other publications similar or identical material or information for production of advertisements by such publications or from suggesting the content or form of such advertisements.

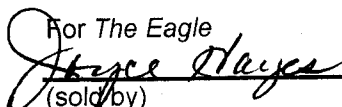
If disaster, work stoppage, newsprint rationing, or other emergency shall cause publishing difficulties, the Publisher shall have the right to revise this Contract so as to prorate the available space on an equitable basis.

(Please print or type this section)

ADVERTISER: City of Bryan ACCT: 01100006

Address: P.O. Box 1000, Bryan, Texas 77805

Signed by: _____ Title: _____

For The Eagle

(sold by)

(approved by)

(date of approval)

CC: Legal Clerk-Joyce Hayes, Classified-Karen Steptoe, Retail Display-Sam Freund

Contract04 Revised Bryan Municipal